

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:

SHAUNICE NICOLE ADAMS
AKA SHAUNICE N. ADAMS-ROWLETTE
AKA SHAUNICE N. ADAMS
xxx-xx-1275

CHAPTER: 13

CASE NO. 17-11604-REF

Debtor.

NOTICE OF FORBEARANCE AGREEMENT

U.S. Bank, N.A. as Legal Title Trustee for Truman 2016 SC6 Title Trust (hereinafter “Creditor”), secured creditor of the above-entitled Debtor(s), hereby provides notice that Creditor and Debtor(s) have entered into a forbearance agreement due to the impact of COVID-19. The forbearance agreement relates to the loan ending in 8204, hereinafter “Loan,” which is secured by the real property located at 3 Stonecreek Court, Easton, Pennsylvania 18045. Under the forbearance agreement, payments due under the loan are suspended beginning with the payment due on May 1, 2020, through and including the payment due July 1, 2020. This Notice does not relieve the Debtor(s) of the responsibility to amend or modify the plan of reorganization to reflect the forbearance agreement, if required.

Dated: May 29, 2020

ROMANO GARUBO & ARGENTIERI

/s/EMMANUEL J. ARGENTIERI
EMMANUEL J. ARGENTIERI

ROMANO GARUBO & ARGENTIERI
Emmanuel J. Argentieri, Esquire/59264
52 Newton Avenue, P.O. Box 456
Woodbury, New Jersey 08096
(856) 384-1515
eargentieri@rgalegal.com



P.O. Box 55004
Irvine, CA 92619
888.504.6700 toll free
949.341.2242 fax

www.rushmorelm.com

Address Service Requested

1

May 11, 2020

Shaunice Adams-Rowlette
Dirk Rowlette
3 Stonecreek CT
Easton PA 18045 0000
★

Loan Number.
Property Address: 3 Stonecreek CT
Easton PA 18045

Dear Shaunice Adams-Rowlette :
Dear Dirk Rowlette :

Thank you for contacting us about your mortgage. Based on a careful review of the information you provided to us, you have been approved for a Forbearance Plan. This Forbearance Plan is a temporary suspension of your mortgage payments intended to allow you the time and flexibility to manage the financial challenges affecting your ability to pay your mortgage.

What is a Forbearance Plan?

A forbearance plan is an agreement that allows borrowers experiencing a temporary hardship to make a reduced mortgage payment or no mortgage payment at all during the plans term. Under this forbearance plan, we have suspended your post-petition payment, as more fully described below, for 3 months. Once the forbearance is over, any suspended payments will need to be repaid or otherwise accounted for through a more permanent workout option. At the end of the forbearance period, we can work with you to bring your loan current through your bankruptcy plan or through other loss mitigation options as appropriate at that time. An extension of the forbearance period may also be available at that time.

Forbearance Plan Terms

Beginning on 05-01-20 and on the 1st day of each month during the term of your Forbearance Plan, your post-petition payment has been suspended. The term of your Forbearance Plan is 3 months. This is the duration through which you are eligible to have your post-petition payment suspended.

Next Steps

If your financial situation changes during the term of your Forbearance Plan, please contact us immediately to reassess your situation and discuss potential alternatives.

Prior to the end of the forbearance plan, we will contact your counsel or yourself to discuss your situation and provide information on options that that may be available to you. Options to resolve the unpaid payments which





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may include a reinstatement, repayment plan, or loan modification. If you are unable to resolve the unpaid payments, there may be options to extend your forbearance term or options that allow you to surrender your property.

Additional Forbearance Plan Information and Legal Notices

We will not assess late fees during the Forbearance Plan, provided you comply with all terms of the Forbearance Plan.

We will not be reporting the delinquency status or the entry into a forbearance plan to credit reporting agencies during the term of the forbearance plan.

CREDIT REPORTING AGENCIES MAY CONSIDER WHETHER THERE IS AN INCREASED CREDIT RISK DUE TO THE LACK OF REPORTING.

During the Forbearance Plan, you may prepay the payments that have been suspended at any time without penalty.

This Forbearance Plan offer is contingent on your having provided accurate and complete information. We reserve the right to revoke this offer or terminate the plan following your acceptance if we learn of information that would make you ineligible for forbearance.

If you make any partial payments during the forbearance plan term, we will hold those payments in an account until it contains sufficient funds to pay your oldest post-petition payment. Unless required by applicable law, there will be no interest paid on the funds held in the account. If any funds are in this account at the end of the forbearance plan term, those funds will be applied to your mortgage in accordance with your mortgage documents.

Our acceptance of any payment you make during the forbearance plan does not waive our right to seek relief from the automatic stay if you remain delinquent on your post-petition payments at the end of the plan.

Entering a forbearance plan does not mean that your mortgage will be considered current.

Your current mortgage documents remain in effect; however, we are suspending your post-petition payments during the forbearance plan term. This plan does not include the forbearance or waiver of any pre-petition payments required by your Trustee as described in your bankruptcy plan.

All the terms of your current mortgage documents remain in effect during the term of the forbearance plan. Nothing in the forbearance plan shall be understood to be a satisfaction or release in whole or in part of your obligations contained in the mortgage documents.





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Rushmore is committed to helping its customers maintain homeownership. Should you have questions, please contact Rushmore Loan Management Services at 888-504-7300.

Sincerely,

Rushmore Loan Management Services LLC
BK006 003 MPR



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CERTIFICATION OF SERVICE

1. I, GINA M. LAUER:

☐ represent the _____ in the above-captioned matter.

☒ am the secretary/paralegal for Romano Garubo & Argentieri, who represents the
Secured Creditor in the above captioned matter.

☐ am the _____ in the above case and am representing myself.

2. On 5/29/20, I sent a copy of the following pleadings and/or documents to the parties
listed in the chart below.

Notice of Forbearance Agreement.

3. I hereby certify under penalty of perjury that the above documents were sent using the
mode of service indicated.

Dated: 5/29/20

/S/GINA M. LAUER
GINA M. LAUER

Name and Address of Party Served	Relationship of Party to the Case	Mode of Service
David S. Gellert David S. Gellert, PC 1244 W. Hamilton Street Suite 204 Allentown, PA 18102	<i>Debtor's Attorney</i>	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Certified Mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)
SCOTT WATERMAN Chapter 13 Trustee 2901 St. Lawrence Ave. Suite 100 Reading, PA 19606	<i>Chapter 13 Trustee</i>	<input type="checkbox"/> Hand-delivered <input type="checkbox"/> Certified Mail/RR <input type="checkbox"/> E-mail <input checked="" type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)
Shaunice Nicole Adams 3 Stonecreek Court Easton, Pennsylvania 18045	<i>Debtor</i>	<input type="checkbox"/> Hand-delivered <input checked="" type="checkbox"/> Regular Mail <input type="checkbox"/> Certified Mail/RR <input type="checkbox"/> E-mail <input type="checkbox"/> Notice of Electronic Filing (NEF) <input type="checkbox"/> Other _____ (as authorized by the court*)

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